

Winton/ Flair/Accent Homes

Limited Guaranteed Heating & Cooling Program Agreement

Heating & Cooling Limited Guarantee: Winton/Flair/Accent Homes guarantees that energy you use to heat and cool your homes (as calculated in an analysis) will not exceed the guaranteed usage listed below for the first two years from the date of closing. Since this is a guarantee of energy use and not cost, any reference to dollar amounts is strictly an estimate and your actual cost will vary with your cost of energy. The guaranteed usage is calculated using a computer model to simulate gas (therms) and electricity (kilowatt-hours) energy required to heat and cool your home in a typical weather year. If the energy used to heat and cool your home (as calculated) exceeds the guaranteed usage, Winton/Flair/Accent Homes will reimburse you 100% of the cost of the difference between the guaranteed usage and the heating/cooling of energy subject to the limitations listed in this guarantee. The reimbursement will be based on an average of your monthly utility rates during those 12 months. At its discretion Winton/Flair/Accent Homes may (but is not required to) inspect, meter usage, or make repairs as necessary to lower the Energy requirement for heating and cooling your home in the future. Your Responsibilities; since your actions can greatly affect energy use, this guarantee does not apply and is void unless you exercise prudent management of your home. In order to maintain this guarantee for the first two years you agree to:

- ³⁵₁₇ Use windows and doors prudently when operating your heating ventilation, and cooling (HVAC) system.
- ³⁵₁₇ Follow manufacturer's instructions regarding operation and service of the HVAC system, including annual inspections and recommended filter replacement or other required maintenance.
- ³⁵₁₇ Set your thermostat at no higher than 72 degrees (F) during the heating season and no lower than 75 degrees (F) during the cooling season.
- ³⁵₁₇ Notify Winton/Flair/Accent Homes of any change to your home that may increase the energy use, its equipment or occupancy after the date of this guarantee so that the appropriate adjustment can be made. You will be charged a fee for the re-evaluation and adjustment to the guaranteed usage.

So how do we do this? Your utility bills include all the energy you use for your home, including activities other than heating and cooling (such as lighting, appliances, pools, garage tools and spas). The following is a description of the formula. First, we calculate the average of your three lowest gas bills and three lowest electric bills when your home is occupied. We assume that this average estimates the energy for activities other than heating and cooling. That average is then multiplied by 12 and subtracted from your total energy use during 12-months period. The remaining number estimates the portion of energy that

was used to heat and cool your home. If needed, we may adjust the heating/cooling to exclude other unusual energy use not related to heating and cooling, such as seasonal use of pools and spas.

Limitations: This guarantee does not cover claims due to the malfunction or improper installation or maintenance of the HVAC system. This guarantee does not cover claims due to abuse, neglect, accident, flood, fire, or other natural disasters.

Disclaimers: Except as listed above, Winton/Flair/Accent Homes makes no other expressed warranties. Where permitted by law, Winton/Flair/Accent Homes disclaims all implied warranties including warranties of merchantability or fitness for a particular purpose. If the law does not permit such a disclaimer, then any such implied warranties shall be limited to the duration of this expressed warranty. Winton/Flair/Accent Homes is not liable for any incidental or consequential damages.

This guarantee gives you specific legal right; and you also may have other rights. Without limiting the general disclaimers above, Winton/Flair/Accent Homes makes no representation or warranties of any kind, expressed or implied, to anyone with respect to mold, radon, or any other environmental contaminants or pollutants, whether biological or chemical in sources or characteristics. To determine whether you have a claim under this guarantee, you will need to complete an energy usage worksheet for each 12 month period during this guarantee.

To Make A Claim: Submit claim relating to the first year of guarantee within 30 days after the first anniversary of the closing date. In the second year, all claims must be submitted for review within 30 days after the second anniversary. Submit any claims and notices in writing: **Winton/Flair/Accent Homes 6300 Escondido El Paso, TX 79912. Please include copies of your monthly gas and electric bills and proof of the HVAC system maintenance service work.**

Any and all disputes that may arise from this limited guarantee will be resolved by arbitration in El Paso, Texas according to the rules for arbitration at Texas Arbitration and Mediation Service, Inc.; Reed Leverton, arbitration; or William Hardie, arbitrator. The arbitration shall be binding and party will be responsible for its own expenses in relation to the arbitration.

**Guaranteed amount of \$ _____ is only an estimate based on current rates for
the property address at _____ purchased by**

Closed on _____

Winton/Flair/Accent Homes by: _____, officer.

Buyer _____

Date _____

Buyer _____

Date _____